

I, PATSY JAY, do hereby declare and state:

1. I am the Plaintiff in this case.
2. I have lived at Evergreen Garden Apartments for 26 years. The first twenty of those years were happy and I enjoyed living at Evergreen Gardens. Until 2021, I never received a Notice of Intent to Evict.
3. I am a 79-year-old disabled woman. I receive subsidized housing and Social Security Disability, and have ever since I moved into Evergreen Gardens. I have atrial fibrillation, osteoarthritis, and lower spine degeneration that is severe. I have had two hip replacements, one took place in summer 2023 and the other in August of 2024. I have used a walker and wheelchair to aid with my mobility for a number of years. In 2021, when the events that led to this case happened, I used a walker about ninety percent of the time. I have been told by my doctors that I should try to walk every day to stretch my muscles. I use a walker when I walk since I have limited mobility. I have a walker that can also be used as a chair, and I find it convenient to use the walker to walk outside, then sit in the walker on my porch and watch birds or talk to other residents.
4. I am passionate about birdwatching. I have enjoyed it as a hobby for many years. From the time I moved into Evergreen Gardens until 2021, there was a large tree in the common outdoor area, directly outside the window of my living room. From the time I moved in until the tree was removed, I would sit in that window or on my porch and watch birds in the tree near daily. I often use binoculars to enhance my birdwatching experience and have for years.
5. John McKnight moved into Evergreen Gardens on April 27, 2018. I first met John McKnight in 2019 or 2020 when he was doing maintenance work at Evergreen Gardens.

We met when he was doing maintenance work in my apartment. He was affectionate toward my beloved dog, Sweet Pea, and asked if he could walk her sometimes. I thought that was a good idea, since I sometimes had difficulty walking her with my wheelchair. He would pick up my dog from my apartment twice a day and he and I developed a platonic friendship from those interactions. I often expressed to John McKnight that I was still deeply in love with my ex-husband. I felt very close to him and trusted him as a close friend. After a while of knowing him, I gave him a spare key to my apartment so that he could come and walk Sweet Pea even if I wasn't home.

6. On July 12, 2021, John McKnight took my dog for a walk and returned her to my apartment. When he came to my apartment to return my dog, he lingered in the doorway chatting with me, like he often did, and I was in my wheelchair facing him with about three feet between us. While standing in my doorway, he made a crude comment about a neighbor's daughter, that she has large breasts, called her a "cow," and said that he would make "mooing" sounds when she walked by him, and that he would follow her home to harass her. I was aghast; I had never heard him make a comment like that before and I was shocked at what I was hearing. I said to him, "Do I even know you? What? What? What? I think I need a new dog walker." That is when he snapped. He turned his back to me, and I heard a zipper. When he turned back around, the first thing I saw was his gun on his waistband. I knew that he had a concealed carry permit and knew that he regularly carried a gun. I felt threatened, like he might use the gun against me. Even though I knew that he regularly had a gun and had a permit, that knowledge did not dispel my fear that he would use the gun against me. Then I saw his hand, holding his penis. He kicked my feet off the footrest of my wheelchair, jolting my feet to the ground and my body more erect.

He put his foot on the footrest and leaned forward. He continued holding his penis and put his other hand on the back of my head and wrapped his fingers in my hair, pulling my hair to force my face closer to him. He put his penis within a few inches of my face. It was so close I could smell him—a smell I will never forget. At that point, I screamed loudly. He stepped back and put himself together and zipped up his pants. I began screaming that I would call the police. He replied, “Nobody’s going to believe you.” Then he left my apartment. I was left reeling. I was so frightened that I vomited in my lap. I did not call the police because I was embarrassed and ashamed, and I feared that they would not believe me. After he left, time seemed to stop.

7. Later that day, I took my dog outside to use the bathroom, and a friend, Ruth Fulks, noticed that I was walking Sweet Pea myself. She came out to chat with me and ask why John McKnight wasn’t walking Sweet Pea. Ruth and I were very good friends and had a close relationship. Several years ago, she worked as my caregiver, so she knows me very well and can read my moods. She could tell that something about me was unusual. She pressed me to share with her what was bothering me, so I finally came clean and told her that John McKnight had sexually assaulted me. She told me to call the police, and I said, “No one is going to believe me.” I also felt ashamed because I had let him into my apartment, and I was worried that police wouldn’t take action because of that. I had forgotten at the time that Ms. Fulks is a mandatory reporter. Because she was a mandatory reporter, she called the police and reported the sexual assault. The police arrived a few minutes later, and I told them what happened. I know that they also talked to John McKnight and spoke to Leondra Coleman.

8. After I spoke to police on July 12, 2021, Leondra Coleman, the property manager at Evergreen Gardens came to my apartment to speak with me. Her response was professional, if a bit cold. She told me that the police were insisting that she change the locks of my apartment because I had given John McKnight a spare key. She changed the locks right then and there.
9. A few days later, on July 15, 2021, my caregiver, Rebecca Mobley, was preparing to leave my apartment for the day and standing at my door looking out toward John McKnight's apartment. He usually parked his truck near his apartment, and it was in the same spot that day. Ms. Mobley was standing at my door, and I was looking at her when she said, "What the hell is that guy doing down there?" I then moved so I could see what she was looking at. When I looked, I saw John McKnight standing in front of his truck, facing my apartment, miming shooting motions like he was pretending to shoot at my apartment. He then began making punching motions and pantomiming an assault while looking directly at me apartment. It was clear that he was making threats at me, trying to upset me. It worked. I felt threatened and was very scared. I immediately called Leondra Coleman, property manager, and said, "Please go down there and make that man stop this. You know what he did to me." She did not go to his apartment and told me to call the police. I got the impression that Ms. Coleman did not care very much about me or about doing anything about John McKnight.
10. I was very angry about the way that GMS and Leondra Coleman handled my complaints after the sexual assault. Because of my age and disability, I am particularly vulnerable to assault and harassment. I felt like GMS would rather tell me to ignore harassment and assault than take any action to help myself and other tenants feel safe.

11. On July 16, 2021, I filed a petition for an EPDAPPA restraining order against John McKnight. That order was granted and included an order that McKnight could not be within 500 ft. of me, and John McKnight requested a hearing on that order. The hearing was set over a few times, but it was finally held on October 14, 2021. John McKnight was represented by an attorney, and I represented myself at that hearing. The restraining order was upheld after the hearing, and John McKnight was ordered to stay at least 200ft. away from my apartment at all times. From the time of the assault to the time that he moved out, John McKnight continued to stalk and harass me daily. He would come to my bedroom window at night and make noises to scare me. He would follow me around and make shooting gestures and pantomiming punching at me. This scared me, since I knew that he legally carried a gun. When I reported this behavior to Leondra Coleman, I was told to “ignore it.”

12. On August 20, 2021, Grand Management Services taped a Notice of Intent to Evict on my door. I was shocked, as I had lived at Evergreen Gardens for over 20 years at that time and I had never paid rent late or failed to turn in paperwork. I felt that this was a message from GMS to “shut up” about the assault. This notice cited that I was breaking a rule by keeping my walker on my porch. Prior to this date, I made a verbal request to Leondra Coleman that I be allowed to keep my walker on my porch since I am disabled and have very limited mobility. I also submitted a reasonable accommodation form for that request. I never received any response to those requests. One week later, I responded to the Notice of Intent to Evict in a handwritten letter via fax. I protested the Notice of Intent to Evict and asserted that I am a protected person under the ADA, VAWA, I am a disabled senior and a survivor of sexual assault by a neighbor. I also asserted that the

restraining order was not a pending investigation, but an order from a judge. GMS did not respond to that letter. I never received a Notice of Cure from GMS regarding that Notice of Intent to Evict.

13. On August 31, 2021, John McKnight was arrested by police for violating the restraining order. He then stayed away from the apartment complex until the restraining order hearing. After the hearing, he moved out of Evergreen Gardens willingly. He was not evicted by GMS or Evergreen Gardens.

14. That same day, on August 31, 2021, GMS sent me a letter stating that other tenants had made complaints about me and reminded me of safety clauses and ground rules. I was insulted that GMS thought that I would intentionally violate the rules, and that GMS would believe complaints of other tenants over a court order.

15. On September 1, 2021, GMS sent me a “Courtesy Letter” warning me that I was on track to be evicted. I was scared that I would lose my home of over 20 years, all because I reported a sexual assault that another tenant perpetrated against me. I never received notice that I had cured the lease violations, and I would not be evicted.

16. On March 28, 2022, GMS issued another Notice of Lease Violation warning notice for failing to fill out mt certification packet. I was very confused, because a few days before I had spoken to Sharon Elrod, who told me that I did not need to submit that paperwork. I even asked Sharon about this specifically, because I remembered having to submit it in past years, but she assured me that I only needed to submit my social security award letter. This is the only time in my 26 years of residence at Evergreen Gardens that I have ever been late turning in paperwork. I have never made a late rent payment.

17. On March 28, 2023, GMS once again issued me a Notice of Lease Violation after my recertification interview. I do not know why I received this notice; I was in compliance with my lease.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 12/17/2024 (date).

Signature: Patsy Jay
Patsy Jay (Dec 17, 2024 10:51 PST)
(Signature)".

Date: 12/17/2024

Patsy Jay Declaration

Final Audit Report

2024-12-17

Created:	2024-12-17
By:	Carly Cripps (ccripps@oregonlawcenter.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5ddBDR0_rKBukxweYlxNwynYiu_DWkK

"Patsy Jay Declaration" History

-  Document created by Carly Cripps (ccripps@oregonlawcenter.org)
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-  Document emailed to Patsy Jay (birdwatcher474@gmail.com) for signature
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